

52892

AMENDMENT OF LEASE AND AGREEMENT

THIS INSTRUMENT is entered into this 11th day of  
August, 1970 between JAMES H. RUNYAN and  
KATHRYN I. RUNYAN,  
hereinafter referred to as "Lessor", and MAGMA  
ENERGY, INC.,  
hereinafter referred to as "Lessee".

RECITALS

Lessor is lessor under that certain lease and agree-  
ment dated August 11, 1960, recorded in Book       ,  
Page       , Official Records of       ,  
wherein Magma Power Company is lessee, which said lease and  
agreement covers certain lands in Eureka County, Nevada  
therein particularly described.

Lessee is the successor in interest of Magma Power  
Company, lessee under the aforesaid lease and agreement.

Said lease and agreement has heretofore been amended  
by instrument dated May 5, 1965, recorded in Book  
7, Page 581, Official Records of Eureka  
County, Nevada.

Said lease and agreement is valid and subsisting, and  
the parties desire to amend same in the particulars as herein-  
after set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration  
and in consideration of the covenants and agreements herein  
contained, the parties agree as follows, to wit:

1. Until such time as Lessee shall commence the sale of steam, steam power or by-products of steam condensated from the leased land, or said lease is terminated, Lessee shall pay to Lessor annual rental of TWELVE (12) DOLLARS, payable in quarterly installments.

2. The period provided for in paragraph 2 (a) of said lease and agreement, as amended, is hereby extended for an additional period of FIVE years. The period provided for in paragraph 2 (b) of said lease and agreement, as amended, is hereby extended for an additional period of FIVE years.

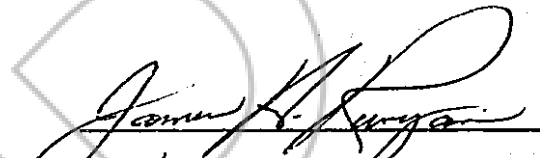
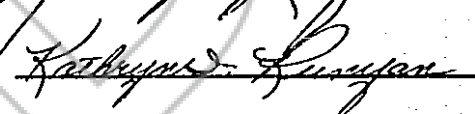
3. The parties do hereby declare that it now is and at all times has been the understanding of the parties that the terms "steam", "steam power", and "thermal energy" shall include and also mean hot water and the energy extracted therefrom.

4. In connection with Lessee's operations on the leased land, Lessee shall have the right to dispose of waste water, waste brine and salts, gases and other waste or residual products by injecting or re-injecting into a well or wells, or by other means, on the leased land, all in accordance with regulations applicable thereto, provided that in so doing Lessee shall not in any way interfere with or contaminate surface waters on the leased land being used or capable of being used by Lessor for other purposes.

5. Said lease and agreement as heretofore amended and as further amended hereby is hereby declared valid and subsisting and in full force and effect, and Lessor does hereby lease to Lessee the above described land together with the sole and exclusive rights with respect thereto as provided by said


lease and agreement as heretofore amended and as amended hereby. The provisions of this instrument shall govern and shall supersede any provisions of said lease and agreement as heretofore amended which may be in conflict herewith.

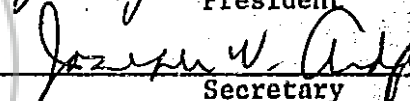
6. The provisions hereof shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Lessor

MAGMA ENERGY, INC.

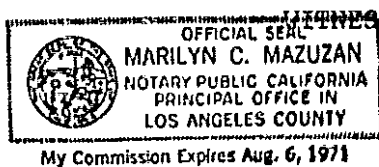
By  President

By  Secretary



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.

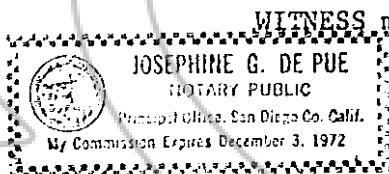
On this 11th day of August, 1970  
before me, the undersigned, a Notary Public, personally appeared  
B. C. McCABE, known to me to be the President, and JOSEPH W.  
AIDLIN, known to me to be the Secretary of MAGMA ENERGY, INC.,  
the corporation that executed the within instrument known to  
me to be the persons who executed the within instrument on  
behalf of the corporation herein named, and acknowledged to  
me that such corporation executed the within instrument pursuant  
to its by-laws or a resolution of its board of directors.



STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } SS.

*Marilyn C. Mazuzan*

On this 6th day of August, 1970  
before me, the undersigned, a Notary Public, personally appeared  
James H. Runyan and Kaythryn I. Runyan  
known to me to be the persons whose names are subscribed to  
the within instrument and acknowledged that they executed the  
same.



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

*Josephine G. De Pue*

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me to be the \_\_\_\_\_  
\_\_\_\_\_, known to me to be the \_\_\_\_\_ Secretary of  
the corporation that executed the within Instrument on behalf  
of the corporation therein named, and acknowledged to me that such  
corporation executed the within instrument pursuant to its by-laws  
or a resolution of its board of directors.

WITNESS my hand and official seal.

RECORDED AT THE REQUEST OF Magma Energy, Inc.  
on August 13, 1970, at 57 mins. past 10 A. M. In \_\_\_\_\_  
Book 36 of OFFICIAL RECORDS, page 103-106, RECORDS OF  
EUREKA COUNTY, NEVADA. *Willie A. McFarland* Recorder.  
File No. 52892 Fee \$ 6.00 -4-

BOOK 36 PAGE 106